

**SERIAL 10031-RFP    EMERGENCY SHELTER SERVICES**  
**Contract - Save the Family Foundation of AZ**

**DATE OF LAST REVISION: July 22, 2010**

**CONTRACT END DATE: June 30, 2011**

**CONTRACT PERIOD THROUGH June 30, 2011**

TO:                    All Departments

FROM:                Department of Materials Management

SUBJECT:            Contract for **EMERGENCY SHELTER SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 22, 2010**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Chief Procurement Officer  
Materials Management

JM/df  
Attach

Copy to:            Materials Management  
                        Frances Delgado, Human Services



## CONTRACT PURSUANT TO RFP

### EMERGENCY SHELTER SERVICES

SERIAL 10031-RFP

This Contract is entered into this 22<sup>nd</sup> day of **July, 2010** by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and **Save the Family Foundation**, an Arizona corporation ("Contractor") for the provision of an Emergency Shelter Program.

#### 1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of one (1) year, beginning on the 22<sup>nd</sup> day of July, 2010 and ending the 30<sup>th</sup> day of June, 2011.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of two (2) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

#### 2.0 PAYMENTS:

- 2.1 On or before the tenth (10<sup>th</sup>) working day of the month following a month of service delivery, upon receipt of a proper invoice from Contractor for services provided and as consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice.
- 2.3 INVOICES:
  - 2.3.1 The Contractor shall submit a legible detailed invoice before payment(s) can be made. MCHSD Community Services Division will provide the invoice document for completion by Contractor.

- 2.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.
- 2.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/)).
- 2.3.4 EFT payments to the routing and account numbers designated by the Contractor shall include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.
- 2.3.5 Should the County make a disallowance in the invoice; the invoice shall be processed for the reduced amount. If the Contractor disputes the amount or the reasons for a disallowance, the dispute shall be construed as a contract dispute concerning a question of fact within the meaning of the 'Disputes' clause of this Contract.

### 3.0 AVAILABILITY OF FUNDS:

- 3.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 3.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminates its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

### 4.0 DUTIES:

- 4.0 The Contractor shall perform all duties stated in Exhibit "B" Scope of Work, or as otherwise directed in writing by the Procurement Officer.
- 4.1 Whenever the Contractor is unable or expects to be unable to perform any of the work and/or provide any of the services required by the terms of this contract, the Contractor shall immediately notify the Procurement Officer in writing.

### 5.0 TERMS and CONDITIONS:

#### 5.1 INDEMNIFICATION:

- 5.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the

negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

5.1.2 The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnity in this paragraph.

5.1.3 The scope of this indemnification does not extend to the sole negligence of County.

**5.2 INSURANCE REQUIREMENTS:**

5.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

5.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

5.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

5.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

5.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

5.2.7 The insurance policies required by this Contract, except Workers' Compensation, and shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured's.

5.2.8 The policies required hereunder, except Workers' Compensation, and shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents,

representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

**5.2.9 Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

**5.2.10 Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

**5.2.11 Workers' Compensation.**

5.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

5.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

**5.2.12 Certificates of Insurance.**

Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE, THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT SHALL RESULT IN TERMINATION OF THIS CONTRACT.

5.2.12.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

5.2.12.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

5.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

5.3 CONTRACT COMPLIANCE MONITORING:

The County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. On-site visits for Contract compliance monitoring may be made by the County and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and/or copying by the County's monitors, all records and accounts relating to the work performed or the services provided under this Contract, or for similar work and/or service provided under other grants and Contracts.

5.4 DRUG-FREE WORKPLACE ACT:

The Contractor agrees to comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690). This statute required that contractors and grantees of Federal funds must certify that they shall provide drug-free workplaces. This certification is a precondition to receiving a grant or contract.

5.5 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

5.6 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Materials Management Department  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

For Contractor:

Save the Family Foundation of Arizona  
450 W. 4<sup>th</sup> Place  
Mesa, AZ 85201

5.7 REQUIREMENTS CONTRACT:

5.7.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases shall be made (minimum or maximum). Orders shall only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

5.7.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County shallot reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

5.7.3 Purchase orders shall be cancelled in writing.

**5.8 TERMINATION FOR CONVENIENCE:**

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

**5.9 TERMINATION FOR DEFAULT:**

5.9.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

5.9.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

5.9.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

5.9.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**5.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**5.11 OFFSET FOR DAMAGES:**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**5.12 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete services provided under this Contract. If a requirement is deleted, payment to the Contractor shall be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services are required from this Contract, prices for such additions shall be negotiated between the Contractor and the County.

**5.13 RELATIONSHIPS:**

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

**5.14 SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

**5.15 AMENDMENTS:**

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

**5.16 RETENTION OF RECORDS:**

5.16.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine copy and make use of, any and all said materials.

5.16.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**5.17 AUDIT DISALLOWANCES:**

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.



**5.18 ALTERNATIVE DISPUTE RESOLUTION:**

5.18.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party shall designate an arbitrator and those two arbitrators shall agree on a third arbitrator. The three arbitrators shall then serve as a panel to consider the arbitration. The parties shall be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure shall be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

5.18.1.1 Render a decision;

5.18.1.2 Notify the parties that the exhibits are available for retrieval; and

5.18.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

5.18.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

5.18.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action shall make the award or other final disposition of the arbitrator(s) a nullity.

**5.19 SEVERABILITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

**5.20 RIGHTS IN DATA:**

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**5.21 INTEGRATION:**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

**5.22 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

5.22.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, (Pub. L. No. 99-603) ("IRCA") as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.

5.22.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**5.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:**

5.23.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

5.23.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**5.24 CONTRACTOR LICENSE REQUIREMENT:**

5.24.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

**5.25 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:**

5.25.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- 5.25.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- 5.25.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 5.25.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 5.25.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 5.25.1.5 shall immediately notify the Department if, at any time during the term of this Contract, it is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The Department may pursue available remedies in the event of such occurrence, including immediate termination of this Contract.
- 5.25.1.6 shall not enter into a subcontract or sub-recipient Contract with a person or organization that is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The Department may pursue available remedies in the event of such occurrence, including immediate termination of this Contract.
- 5.25.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.
- 5.25.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.
- 5.26 **CHANGES:**
  - 5.26.1 The Procurement Officer may at any time, by written order, and without notice to the sureties, if any, make mutually acceptable changes within the general scope of this Contract in any one or more of the following:
    - 5.26.1.1 Description of services to be performed;
    - 5.26.1.2 Time of performance (i.e., hours of the day, days of the week, etc.); and
    - 5.26.1.3 Place of performance of the services.
  - 5.26.2 If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the Procurement Officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the contract.

- 5.26.3 The Contractor must assert its right to an adjustment under this provision within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a proposal submitted before final payment of the Contract.
- 5.26.4 If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Procurement Officer shall have the right to prescribe the manner of the disposition of the property.
- 5.26.5 Failure to agree to any adjustment shall be a dispute under the Contract Claims provision of this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as changed.
- 5.26.6 The Contractor shall notify the MCHSD CSD Assistant Director, in writing, within fifteen (15) calendar days, of any changes in the following:
  - 5.26.6.1 Contractor staff funded through this Contract;
  - 5.26.6.2 Contractor-authorized signatory;
  - 5.26.6.3 Contractor address, phone, fax, email addresses; or
  - 5.26.6.4 Contractor's contact person to who contract notices should be sent.

**5.27 COMPUTER HARDWARE/SOFTWARE:**

The Contractor shall comply with Federal copyright laws applicable to software licenses. In addition, all policies and agreements between County and the Contractor related to contract equipment, software, internet accessible database system, and access shall be implemented and monitored. Annually, Contractor shall submit an inventory of all County provided hardware and/or software to the MCHSD Community Services Division Assistant Director.

**5.28 GOVERNING LAW:**

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract shall be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona.

**5.29 OFFICIALS NOT TO BENEFIT:**

No member of the Department, Maricopa County, the Arizona State Legislature, or member of, or delegate to Congress, or a resident Commissioner shall be admitted to any share or part of this Contract, or to any benefit that may arise there from; but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit

**5.30 CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS:**

- 5.30.1 The Contractor shall, during the term of this Contract, immediately inform the MCHSD Community Services Assistant Director in writing of the award of any other contract or grant including any other contract or grant awarded by the Department where the award of such contract or grant may affect either the direct or indirect costs being paid / reimbursed under this Contract. Failure by the Contractor to notify the

Department of such award shall be considered a violation of the Contract and the Department shall have the right to annul this Contract without liability.

5.30.2 The MCHSD Community Services Assistant Director may request, and the Contractor shall provide within a reasonable time, a copy of such other contract or grant, when in the opinion of the MCHSD Community Services Assistant Director the award of the other contract or grant may affect the costs being paid or reimbursed under this Contract.

5.30.3 If the MCHSD Community Services Assistant Director determines that the award to the Contractor of such other Federal, State or County contract or grant has affected the costs being paid or reimbursed under this Contract, the MCHSD Community Services Assistant Director shall prepare a Contract Amendment effecting a cost adjustment. If the Contractor protests the proposed cost adjustment, the protest shall be construed as a dispute within the meaning of the "Disputes" clause contained herein.

5.31 EQUAL EMPLOYMENT OPPORTUNITY:

5.31.1 Contractor shall comply with Executive Order 75-5, as modified by Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The County shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, religion, sex, national origin or disability.

5.31.2 The Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336), and as may be amended. The Contractor shall comply with the Arizona Disability Act of 1992 (A.R.S. §41-1492 et seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advance in employment, of qualified persons.

5.32 FINANCIAL MANAGEMENT:

The Contractor shall establish and maintain a special (separate) bank account for funds provided under this Contract, or an accounting system that assures the safeguarding and accountability of all assets provided under this Contract. No part of the funds deposited in the special bank account shall be commingled with other funds of the Contractor. Any interest earned shall be disposed of in a manner specified by the Department in accordance with applicable State and Federal regulations. If a separate bank account is established, the Contractor shall provide a signed special bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, it shall be in accord with generally accepted accounting principles.

5.33 GRIEVANCE PROCEDURE:

The Contractor shall establish a system through which applicants for, and recipients of, services may present grievances and may take appeals about eligibility and other aspects of the Contractor's work under this Contract. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal to the Department if the grievance is not satisfied at the Contractor's level.

**5.34 INDEPENDENT AUDITOR FINANCIAL REPORT:**

A copy of the Contractor's Annual Independent Auditor's Report for the term of the Contract must be submitted to the Department when it becomes available.

**5.35 LOBBYING:**

5.35.1 The Contractor certifies to the best of their knowledge and belief, that no Federal appropriated funds have been paid or shall be paid, by or on behalf of either party, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

5.35.2 If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, either party shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

5.35.3 The Contractor shall require that the language of Lobbying certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

5.35.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**5.36 MINIMUM WAGE REQUIREMENTS:**

The Contractor agrees and warrants that it shall pay all its employees engaged in performing work or providing services under the terms of this Contract not less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

**5.37 OFFSHORE PERFORMANCE OF WORK PROHIBITED:**

Due to security and identity protection concerns, direct services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Contract. The provision applies to work performed by subcontractors at all tiers.

**5.38 POLITICAL ACTIVITY PROHIBITED:**

None of the funds, materials, property or services contributed by the Department or the Contractor under this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

**5.39 RECOGNITION OF DEPARTMENT SUPPORT:**

The Contractor agrees to give recognition to the Department, Maricopa County and the funding source for its support when the Contractor publishes material or releases public information which is paid for totally or in part, with funds received by the Contractor under the terms of this Contract.

**5.40 RELIGIOUS ACTIVITY COSTS:**

The Contractor agrees that costs, planned or claimed, including costs incurred by any Subcontractor, shall not include any expense for any religious activity.

**5.41 SAFEGUARDING OF PARTICIPANT/CLIENT INFORMATION:**

The use of disclosure by any party of any information concerning an applicant for, or recipient of, service under this Contract is directly limited to the conduct of this Contract. Contractor and its agents shall safeguard the confidentiality of this information, just as Contractor would safeguard its own confidential information. Contractor shall include a clause to this effect in all subcontracts.

**5.42 SINGLE AUDIT ACT REQUIREMENTS:**

Contractors in receipt of Federal funds through the Department are subject to Federal audit requirements according to P.L. 98-502, "The Single Audit Act". The Contractor shall comply with OMB A-133 by contracting for A-133, or program audits as applicable. Upon completion, such audits shall be made available for public inspection and submitted to the other party Internal Audit for review within thirty (30) days of completion. Audits shall be submitted within the nine (9) months following the close of the fiscal year. Contractor shall take corrective actions within six (6) months of the date of receipt of the reports. Contractor shall consider sanctions as described in section 17 OMB A-128 for non compliance with the audit requirements.

**5.43 TECHNICAL ASSISTANCE:**

The Department shall provide reasonable technical assistance to the Contractor to assist in complying with State and Federal laws, regulations and accountability for diligent performance and compliance with the terms and conditions of this Contract and all applicable laws, regulations and standards. However, this in no way relieves the Contractor of full responsibility and accountability for its actions and performance in compliance with the terms of this Contract.

**5.44 ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible participants, the Contractor shall reimburse The Department for the services not supported and documented.

5.45 ALLOCATION OF FUNDING:

Should additional funds become available during the term of the contract period, the Department reserves the right to allocate these funds and proportionate services in the contractor's agreement. Allocations may be adjusted based on documented client need, census determinations, over, under or non-performance of contract.

5.46 PURPOSE:

Contractors shall perform the work and provide the services as defined in the work statement narratives. Whenever the Contractor is unable or expects to be unable to perform any of the work and/or provide any of the services required by the terms of this contract, the Contractor shall notify the MCHSD Community Services Division Assistant Director as defined in the General Provisions Termination Clauses in writing.

5.47 EFFECT:

To the extent that the Special Provisions are in conflict with the General Provisions, the special Provisions shall control. To the extent that the Work Statement(s) and the Special or General provisions are in conflict, the Work Statement(s) shall control. Nothing herein shall operate to increase the Operating Budget without a written Amendment thereto.

5.48 CHANGES ORIGINATED BY THE DEPARTMENT:

The MCHSD Community Services Division Assistant Director may, at any time, make changes by written order to the general scope of this contract in any or all of the following areas and methods:

5.48.1 Specific program rules, regulations, application procedures.

5.48.2 Minor work statement revisions.

5.48.3 Administrative requirements such as reporting criteria.

These changes shall be communicated in writing to agency directors through written memorandums.

5.48.4 Budget Adjustments.

If changes do not result in an increase or reduction of the total contract budget amount, changes shall take place with budget change order sheets executed, approved and signed by both the MCHSD Community Services Division Assistant Director and Contractor agency director.

Changes that result in an increase or decrease in the total contract budget shall require a formal contract amendment.

Any dispute or disagreement resulting from written change orders shall constitute a dispute within the meaning of the dispute clause of the contract General Provisions and shall be adjusted accordingly.

5.49 CONTRACTOR CHANGES:

The Contractor is required to notify the MCHSD Community Services Division Assistant Director, in writing, within fifteen (15) calendar days, of any changes in the following:



- agency staff funded with this contract
- agency authorized signatory
- agency address, phone, fax, email addresses
- person to whom contract notices should be sent

**5.50 DEPARTMENT DETERMINATIONS:**

The Department reserves the right to increase or decrease contractor's budget or scope of work for any and all work statement based on over, under or non-performance resulting from program overview and monitoring by MCHSD/Community Services Division staff.

**5.51 RESPONSIBILITY FOR REPAYMENT OF DIRECT SERVICE FUNDS:**

Should program monitoring or application quality assurance review result in findings related to direct service funds being paid for ineligible individuals or in amounts above allowable program limits, the Contractor shall repay those funds to the Department upon written notification by the MCHSD/Community Services Division Assistant Director.

**5.52 REPORTING REQUIREMENTS:**

Unless otherwise provided in this contract, reporting shall adhere to the following schedule: no later than the 10<sup>th</sup> working day following each month during the contract term the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract. Failure to submit accurate and complete reports by the 10<sup>th</sup> working day following the end of a month may result, at the option of the Department, in retention of payment. Failure to provide such report within 45 calendar days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.

No later than the designated date, to be determined by the Department, following the termination of this contract, Contractor shall submit to the Department final program and fiscal reports. Failure to submit final program and fiscal reports within the designated time period may result, at the option of the Department, in forfeiture of final payment.

**5.52.1 Required reports include, but are not limited to:**

- a) Invoice/Statement of Expenditure Monthly Report form.
- b) Emergency Shelter Monthly Grant Demographic Report form.
- c) Other reports/forms that may be required by HUD or Maricopa County Human Services Department.

MCHS will provide these documents/reporting statements to contractors. MCHS will also provide technical assistance upon request.

**5.52.2 Submit Reports to:**

Community Services Division Contract Administrator  
Maricopa County Human Services Department  
234 N. Central Ave., Suite 3000  
Phoenix, AZ 85004

**5.53 CODE OF CONDUCT:**

The Contractor shall avoid any action that might create or result in the appearance of:

**5.53.1** Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract.

**5.53.2** Acted on behalf of the County without appropriate authorization.

- 5.53.3 Provided favorable or unfavorable treatment to anyone.
- 5.53.4 Made a decision on behalf of the County that exceeded its authority, could result in impartiality, or have a political consequence for the County.
- 5.53.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of The Department.
- 5.53.6 Loss of impartiality when advising The Department.

**5.54 LEVEL OF SERVICES:**

If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.

The Department makes no guarantee to purchase specific quantities of goods or services or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.

Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

**5.55 PAYMENT RECOUPMENT:**

- 5.55.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:
  - 5.55.1.1 Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated.
  - 5.55.1.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department.
  - 5.55.1.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the Substantial Interest section of these terms and conditions.
  - 5.55.1.4 Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments.
  - 5.55.1.5 Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these Special Provisions.
  - 5.55.1.6 Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services.

5.55.1.7 Any amounts received by the Contractor from the Department which are identified as a financial audit exception.

5.55.1.8 Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling.

5.55.1.9 Any payments made for services rendered before the contract begin date or after the contract termination date.

**5.56 PERSONNEL:**

The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.

**5.57 UNALLOWABLE COSTS:**

5.57.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein shall not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds. In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:

5.57.1.1 OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.

5.57.1.2 OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

**5.58 SUBSTANTIAL INTEREST DISCLOSURE:**

Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.

Leases or rental agreements of property shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.

**5.59 COPYRIGHTS:**

If this Agreement results in a book or other written material, the author is free to copyright the work, but the County reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, or otherwise use and to authorize other to use, all copyrighted material and all material which can be copyrighted resulting from this Agreement.

**5.60 PATENTS:**

Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to the Department for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

**5.61 NONDISCRIMINATION:**

The Contractor, in connection with any service or other activity under this Agreement, shall not in any way, discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Contractor shall include this clause in all of its Subcontracts.

**5.62 COMPETITIVE BID REQUIREMENTS:**

5.62.1 If this Agreement is with other than a Public Agency, the Contractor shall obtain all equipment to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost pursuant to the following competitive bidding system:

5.62.1.1 Procurements in excess of \$300, but less than \$1,000, require oral price quotations from two or more vendors. The Contractor shall keep and maintain a record of the vendors' verbal quotations. The Contractor's award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

5.62.1.2 Procurements exceeding an aggregate amount of \$1,000 must be approved by the Department Assistant Director. At least three (3) bidders shall be solicited to submit written quotations. The Contractor shall solicit written quotations by issuing a Request for Quotation to at least three (3) vendors. The award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

**5.63 SUPPLIES:**

If this Agreement is with other than a Public Agency, the Contractor shall obtain all supplies to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost and pursuant to a system of written quotes whenever the price is expected to be greater than \$300, unless the Contractor obtains the MCHSD Community Services Assistant Director prior written approval to purchase supplies by an alternate method.

**5.64 MINORITY, WOMEN AND SMALL BUSINESS ENTERPRISES:**

The Contractor shall take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies under this Agreement.

If the Contractor is a Public Agency, the Contractor's own bidding procedures shall govern.

Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and shall be specified in the Special Provisions Section of this Agreement.

**5.65 PROPERTY:**

Any property furnished or purchased pursuant to the terms of this Agreement shall be utilized, maintained, repaired and accounted for in accordance with instructions furnished by the Department, and shall revert to the County upon termination of this Agreement, unless the Contract Administrator determines otherwise. The costs to repair such property are the responsibility of the Contractor within the limits budgeted herein. Repair costs beyond the budgeted amount shall be approved by the MCHSD Community Services Assistant Director.

**5.66 EMPLOYMENT DISCLAIMER:**

This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

The Parties agree that no individual performing under this Agreement on behalf of the Contractor is to be considered a County employee, and that no rights of County civil service, County retirement, or County personnel rules shall accrue to such individual. The contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the County harmless with respect thereto.

**5.67 INCORPORATION OF DOCUMENTS:**

The following are to be attached to and made part of this Contract:

5.67.1 Exhibit A, Itemized Service Budget

5.67.2 Exhibit B, Scope of Services- Emergency Shelter Services

5.67.3 Exhibit C, Location Chart

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

Jacki Taylor  
\_\_\_\_\_  
PRINTED NAME AND TITLE

450 W. 4th Place Mesa, AZ 85201  
\_\_\_\_\_  
ADDRESS

7/21/10  
\_\_\_\_\_  
DATE

MARICOPA COUNTY

  
\_\_\_\_\_  
CHIEF PROCUREMENT OFFICER, MATERIALS  
MANAGEMENT

8/6/10  
\_\_\_\_\_  
DATE

ATTESTED:

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

  
\_\_\_\_\_  
LEGAL COUNSEL

Aug 5 2010  
\_\_\_\_\_  
DATE

EXHIBIT A

ITEMIZED SERVICE BUDGET

Contract Operating Budget - MCHSD July 1, 2010 to June 30, 2011

**SAVE THE FAMILY**

*Service: Emergency Shelter Grant*

Revenue Sources	Revenues provided by MCHSD	Total Revenues
Emergency Shelter Grant (Operational Services)	27,000.00	27,000.00
<b>TOTAL REVENUES</b>	<b>27,000.00</b>	<b>27,000.00</b>

**Budget Categories**

	Expenses to be Charged to MCHSD	Total Expenses
<b>OPERATIONAL SERVICES</b>		0.00
Operating Services	27,000.00	27,000.00
<b>TOTAL EXPENSES</b>	<b>27,000.00</b>	<b>27,000.00</b>

Note: Match will be \$27,000.00 supplied by Save The Family

**EXHIBIT B**

**SCOPE OF SERVICES**

**EMERGENCY SHELTER SERVICES**

**1.0 SCOPE OF SERVICES:**

- 1.1 Save the Family serves homeless families with children who are referred from throughout Maricopa County. We provide homeless families with shelter via transitional housing, case management, legal services (provided by volunteer attorneys secured by the agency), housing counseling, career development/job coaching, and comprehensive individual and family intervention programming that empowers families to overcome the trauma of homelessness, abuse, and poverty and to avert negative outcomes.
- 1.2 Once homeless families' children are referred and accepted into the Transitional Living Program (TLP), the adults sign a contract and the families are placed in one of 75 transitional shelter units. Families may reside in these units for up to two years while establishing economic, personal, and parental self-sufficiency.
- 1.3 A case manager monitors an Action Plan and reviews client progress during weekly home visits. The case manager also provides daily support for each family to help overcome obstacles as they arise; counsels each family, as needed, to deal with individual and family problems; reviews progress on an ongoing basis for each family and adjusts the case plan as necessary to facilitate goals; refers to community resources as needed, including community college, vocational job training programs, and psychological counseling; advocates for the clients, where necessary, to help them obtain needed benefits and services; follows up for six months after program graduation to monitor progress; and provides support to assist families to find permanent, affordable housing through the other programs including affiliates, the Affordable Rental Movement (ARM), in addition to the HUD funded-Next Step Rapid Re-housing program or through the collaborative program (with Mark Taylor Residential properties) the Ambassador housing program.
- 1.4 Save the Family also uses an innovative approach for the staff to work with clients. The Treatment Team Model assures that there are no gaps in the comprehensive services offered. The Clinical Director and Direct Service staffs from all of the various Save the Family programs/projects meet and review each family's progress (including the children/youth) weekly to identify any potential problems or gaps in service delivery. Any unresolved problems are then discussed with the C.E.O. to discuss further solutions. This process results in the provision of a complete continuum of care for each family member - all within one agency.
- 1.5 Agency Programs Legal Advocacy - to help families overcome any legal barriers to attaining self-sufficiency. This service is provided by volunteer attorneys from the community.-Career Development/Job coaching - to help clients find jobs matching their current financial needs and to guide them in acquiring the skills, education, and/or training needed to obtain jobs paying higher wages. This year we are occupying the new Career Development Center. Under the guidance of the Career Development Director, the Center shall afford homeless families in the Transitional Living Program and working poor families in the Affordable Rental Movement every opportunity to obtain employment earning a livable wage and improve their wage earning skills. This Center serves as a resource center with a computer lab for those who are job searching, creating resumes, cover letters, etc. Clients can access job postings, information on job training programs, community resources to address barriers related to employment/ educational goals, etc.
- 1.6 Homeless Families Intervention Project. Families in the TLP also receive comprehensive services through the Homeless Families Intervention Project (HFIP). HFIP was developed in response to the need to break the cycles of abuse, poverty, and homelessness, and to help families overcome the negative mental, social, educational, and emotional effects of homelessness. Family



interventions are professionally interwoven with early intervention/prevention programs for children and youth. Together, the interventions address the complexities of strengthening an entire family on a concurrent basis. HFIP courses include:

- 1.6.1 Training for Personal Success – an ongoing support group for parents covering such topics as anger management, community resources, and career exploration. Realizing Your Economic Action Plan (REAP) is an economic education curriculum for women experiencing intimate partner violence. The REAP program includes such topics as economic self-determination and oppression, economic abuse, feelings and values about money, traditional rules of money management, taking a financial inventory, tracking income and expenses, budget calculation and analysis, understanding credit, and predatory lending and avoiding scams. Also, a specialized domestic violence support group, Paths Toward Healing: A Support Group for Survivors of Domestic Violence, is designed to address the specific issues often encountered by female survivors of domestic violence and how parents can effectively address the impact of domestic violence on children. Parenting Skills Project-provides an array of parenting programs including: Common Sense Parenting an evidenced based parenting program, Choices/Learning Basket teaches parents effective communication and discipline skills and is combined with the Learning Basket which has been developed to be a practical tool to enable parents and caregivers to nurture learning with infants and young children through play, Family Camp is an interactive class for parents and children that uses story themes to discuss resilient family characteristics as participants identify individual family strengths and traditions.
- 1.6.2 Kids Works – for ages 3-9: psycho-educational coursework using art and play to help children in this age group with the unique feelings, fears and beliefs associated with homelessness, poverty and domestic violence. The year-long curriculum includes: a nine-week program which focuses on development of self-regulation and social skills through play. The Domestic Violence Support and Education for Children/Youth Program is also offered so that children/youth can engage in creative activities to express their thoughts and feelings that may have been produced by witnessing violence, can learn to discuss feelings produced by their experiences, and can learn to effectively communicate with their parents about these issues.
- 1.6.3 YEA! (Youth Empowerment and Achievement): continuing to expand on a strengths based model of case management, the Community Youth Advocate meets with Save the Family youth and their families to develop a plan with youth ages 7-17 that engage youth in: strengths assessment, personal planning, resource acquisition and ongoing collaboration (with community resources) and gradual disengagement with the youth as they become more engaged in their community (Rapp, 1998b). The emphasis on this approach is on culturally sensitive intervention that is not focused solely on problems but also on strengths and past successes that can be used to address the situation at hand (Clark, 1998). According to Sullivan and Fisher, 1994, simple types of activities available in the community can enhance participants' lives and shift the focus from pathology to the promotion of health and well-being. The YEA Program Instructor and classes provide a safe and accepting place for youth \*Being a Teenager class is a primary prevention program utilizing PACT (Positive Adolescent Choices Training) curriculum to help teenagers recognize violence triggers and react constructively. Teenagers are two and a half times more likely than adults to be victims of violence, and most murders of young people happen because of a conflict between friends, classmates, neighbors, or family members that get out of hand.  
-Food Pantry - helps supplement client's food needs.

- 1.6.4 Childcare – offered during Save the Family Homeless Families' Intervention Project courses in the evening
- 1.6.5 Transportation – a van transports clients to and from services at Save the Family, mainstream resources within the community and employment interviews  
-Household Furnishings and Professional Attire - provides each family help with setting up a household and improving job search capabilities.
- 1.7 Save the Family helps the neediest population of homeless families from throughout the greater metropolitan Phoenix area (Maricopa County) who apply and who have been homeless, with head of households over the age of 18, earning incomes less than 50% of the Federal Poverty Guidelines, are citizens of the U.S. or hold documentation authorizing them to work in the U.S., and be self-reported clean from substance abuse or illegal substance use for the previous six months. So far for the first three quarters of 2009-10, Save the Family has already served 161 families. The majority of families who accessed this service are single female-headed households between the ages of 18 and 30 (22% for FY 2008-09) with children under the age of 6 (42% for FY 2008-09). Families become homeless and come to Save the Family for assistance for a myriad of reasons including: 77% have experienced domestic violence, 56% have experienced mental health issues, 33% have experienced legal issues, and 27% have had problems related to substance abuse. Clearly, domestic violence continues to be the predominant issue. Families are also dealing with the loss of routines, possessions, privacy, and security while being confronted with the need to reestablish a home, manage interpersonal difficulties and deal with the other presenting barriers. At entrance all families earned fewer than 50% of the Federal Poverty Guidelines-62% earned under \$10,000. It should be noted this is a 12% increase from FY 07-08. The ethnicity of the clientele served mirrors that of the east valley of Maricopa County-for FY 08-09, 29% white; 28% African American, 27% Hispanic; 5% Native American; 1% Asian and 10 multi-racial.
- 1.9 Over the past 20 years, the agency has grown from 4 transitional housing units in Mesa to 75 transitional housing and 89 affordable rental movement units in Scottsdale, Tempe, Chandler, and Mesa for a total budget of over \$5,000,000 per year.
- 1.10 Save the Family was re-accredited by the Council on Accreditation (COA) in 2008 which provides the organization with high standards and protocols to use as benchmarks in providing best services to the homeless population. Accreditation is validation that Save the Family meets the highest standard of professional performance in providing services to such a needy population.
- 1.11 Save the Family's efforts began in 1989 with its first four-plex in Mesa. These units were purchased and rehabilitated and are still in active use today within the housing stock. Save the Family has been effective not only in working with homeless families, but also in working with the community in recruiting volunteers and building a successful property management department which maintains, manages and rehabs the housing units in order to continue to provide safe decent housing for the families.
- 1.12 The funding awarded by the MCHSD shall enable SAVE THE FAMILY to provide transitional shelter for the ever increasing numbers of homeless families referred from throughout Maricopa County. Specifically, this request is for the following operating costs: a portion of the monthly utilities, insurance, and maintenance/supplies/repairs for 42 out of the 75 transitional shelter units in Save the Family's Transitional Housing Program.
- 1.13 Save the Family has strongly depended on the County for help in supporting the transitional shelter program and services because of the strong evidence of need throughout the East Valley for additional shelter—as represented by the substantial number of families already served year to date for fiscal year 2009-10-166 families and the number of individuals on the waiting list as of

the end of the third quarter 207 adults and children (69 families). These families are referred from throughout the greater metropolitan Phoenix area.

**2.0 GENERAL:**

- 2.1 Save the Family shall match the funds provided by this grant by using time and services contributed by volunteers at a rate of \$5.00/hour. Volunteers perform a range of maintenance and repair activities on the housing units, from painting and minor repairs to cleaning and landscaping. Save the Family has a vibrant volunteer department which has developed an extensive network of community partners that assist the agency in acquiring donated items such as appliances and building supplies and provides labor for painting and rehabilitation of the units. For fiscal year 2008-09, Save the Family had over 4,700 volunteers who provided over 87,000 hours of service at a value of \$1,117,719.
- 2.2 As described by the Operating & Essential Service Budget, only a portion of utilities, maintenance-related and insurance costs for 42 shelter units is being. No funding is requested for personnel, supervision, equipment, materials, and program supplies. These costs are covered through other sources.
- 2.3 Save the Family's staff provides culturally competent services that are appropriate to the language, culture, and needs of the participants. All direct service staff have training and experience in the issues most relevant to clients related to poverty, substance abuse, and limited access to community resources. Save the Family employs bi-lingual case managers and has Spanish language applications to allow monolingual Spanish-speaking clients easy access to services. In addition, we have a computer program that translates pertinent documentation into Spanish to assist non-English speaking applicants and clients.
- 2.4 Save the Family works with other community Agencies (Valle del Sol and the Lost Boys of Sudan) and private interpreters to provide services to clients. Some examples of alternate languages that Save the Family has engaged interpreters for applicants and clients includes: Russian, Arabic, Nigerian, and Somali.
- 2.5 Save the Family does not discriminate on the basis of race, color, religion, age, national origin, disability, or political affiliation, and makes reasonable efforts to accommodate the physically challenged upon notification. Save the Family's ADA Coordinator assures that a listing of services is available to all staff members and posted at the front reception desk to assist individuals who are hearing and sight impaired. Save the Family also has TDD procedures posted. Save the Family's offices are accessible via ramp and/or elevator.
- 2.6 Save the Family provides bus vouchers and an agency van service. Program start times have been adjusted to allow evening, daytime, and some weekend programming for adults that accommodates the typical daytime work schedule. Childcare is provided for young children not old enough to attend the children's programming so that parents can participate in various classes and workshops.
- 2.7 Save the Family will accommodate those of different religious affiliations as follows:
  - 2.7.1 Provide referrals and a resource binder for various religious services provided within our communities;
  - 2.7.2 Excused from clients from programmatic obligations in observance of religious holidays such as Passover and Ramadan; and
  - 2.7.3 Provide several adult and children's curriculums that address the similarities and difference in various religious and cultural groups and provides information and experiential activities surrounding their unique traditions.
- 2.8 For those clients who have limited reading ability, staff shall orally complete all necessary application paperwork and program paperwork to process a client's intake into the program.

- 2.9 Save the Family provides equal access to programs and services for individuals with disabilities. Clients are accepted into the Save the Family program regardless of disabilities, and accommodations are made as needed to provide barrier-free housing for them. The ADA Coordinator assures that a listing of services is available to all staff members and posted at the front reception desk to assist individuals who are hearing and sight impaired. We also have TDD procedures posted. The offices are handicapped accessible; they are accessible via ramp and/or elevator and have wide doorways.
- We have performed an ADA self-evaluation of the offices and transitional housing to determine needed modifications to conform to federal and state laws. Housing units are modified, as necessary, to accommodate individuals with special needs. We make arrangements with the Red Cross for clients' special transportation needs. In addition, case managers visit clients in their homes and help families in the program who may have children with disabilities.
- 2.10 Save the Family is not a mass shelter and, therefore, not required to have a license. In addition, the units are scattered site housing with individual kitchens, so no food service is provided requiring a license.
- 2.11 Despite the lack of a licensing requirement for the transitional shelter units, the agency chose to complete the process for national accreditation from the Council on Accreditation (COA) to validate the policies and procedures. Save the Family was recently re-awarded national accreditation by the Council on Accreditation (C.O.A.) after the Council completed a rigorous assessment process. Accreditation assures the agency provides best practices in the homeless arena one of only three agencies within Maricopa County, which ensures the delivery of the best possible services to homeless families with children. Through the accreditation process, several measures are established for evaluating programs including providing for a Continuous Quality Improvement Committee, which is a formal committee to evaluate agency services. In addition, through the accreditation standards, an annual client, employee and stakeholder evaluation is completed to evaluate services. The Board of Directors and department managers meet yearly for strategic planning to evaluate prior goals and to set new goals.
- 3.0 **ADMINISTRATION:**
- 3.1 Save the Family continues to have the policy that all client information and records obtained in the course of screening, assessment, and service provision shall be kept confidential. Confidential client documents/case records are kept in locked file cabinets within staff offices or, in the case of former clients, within the locked file room (access is limited to Program and Case Management Directors or designees).
- 3.2 Client confidential information is not permitted to be removed from Save the Family property, in staff cars, or to be taken on home visits. Disclosure of privileged confidential information is permitted in specific circumstances (i.e., physicians and providers of health, mental health, or social and welfare services involved in caring for, treating or rehabilitating the client) with client consent.
- 3.3 Employees are required, as a condition of employment, to read and sign a formal receipt acknowledging and understanding of the agency's Handbook and Employee Code of Conduct. Unauthorized access, use, and/or disclosure of agency proprietary or agency confidential information is contrary to this policy.
- 3.4 Save the Family follows specific written procedures ("Procedure for Applicant Acceptance/Denial into Transitional living Program," available upon request) for selecting or excluding participants for transitional shelter and services, provides non-accepted applicants written information on reasons for non-acceptance, and gives rejected applicants a chance to appeal adverse decisions by re-applying for the program. Screenings are conducted with potential clients prior to program entry during which applicants are provided a Program Information Packet. After

reviewing this packet, they decide whether they want to apply. If so, they complete the application and provide the necessary eligibility documentation.

- 3.5 Save the Family takes referrals from throughout Maricopa County. Qualifications and eligibility criteria for applicants needing services are as follows:
  - 3.5.1 Homeless families with children (adults must be at least 18 years of age with custody of minor children) as certified from a social service agency such as from a domestic violence shelter, emergency shelter, churches, DES offices, local community action program, local schools, etc.)
  - 3.5.2 Earning under 50% of the Federal Poverty level (as verified through pay stubs, benefit letter, etc.)
  - 3.5.3 Families must be legal citizens of the United States
  - 3.5.4 Self-reported clean of substance abuse or illegal substance use for the previous six months.
- 3.6 Applicants complete an application, and the application and all supporting documents are reviewed by an intake specialist to confirm a file is complete. Once an applicant's file is complete, an intake interview is scheduled with families and completed. Due to the large demand for housing, an intake interview can take between one week and three weeks. Upon completion of the intake interview, the application and the intake information are forwarded to the direct service personnel who complete a decision tree for all applications and applicants are notified of acceptance or denial for the program.
- 3.7 The housing unit is matched to the size of the family. Within 7 days, a family begins to meet with their case manager to develop rapport and begin working on their initial 45 day Action Plan. The initial plan is developed with short-term goals to help the family acclimate to the program, the new housing unit, the new daycare and possibly new school. In addition, a safety plan and an initial assessment of resources and needs specific to the each family is developed. Additional goals on the initial plan include: meeting with the Career Development Director to assess short-term and long-term employment/educational goals, meeting with the direct service personnel to complete initial assessments, completing an initial class on budgeting and finances-SOS Spending, etc. By the end of the initial 45 day Action Plan, clients and staff shall have collaboratively developed and completed their comprehensive action plan that the family uses as a road map to address their short and long-term goals towards financial, personal, and parental self-sufficiency. In addition, this plan outlines time lines for transitioning back into the community.
  - 3.7.1 The case management staff assists clients in accessing mainstream resources such as food stamps, health care, day care, employment/education plans (employment preparation, job search, placement and retention skills), and identifying and enrolling children into school and daycare.
  - 3.7.2 The direct service personnel work with the client in identifying and choosing which supportive services/workshops to attend that are offered through Save the Family's Homeless Families Intervention Project (HFIP) including life skills, parenting, financial management and other topics. The case manager initially meets with families weekly in their home providing daily support to deal with individual and family problems that may obstruct self-sufficiency.
  - 3.7.3 Progress is evaluated bi-monthly for each family at treatment team meetings. The comprehensive action plan is adjusted, as necessary, to facilitate goals (which are measured through weekly documentation and with the use of quarterly standardized assessments) to provide referrals to community resources as needed, including short-term vocational job training or community college, mental health counseling, and advocating

for clients when necessary and to help them obtain the needed benefits and services to further stabilize their self-sufficiency.

- 3.8 All new employees receive a New Employee Orientation Manual and Employee Code of Conduct which includes Save the Family's mission, philosophy and goals, goals and objectives related to Continuous Quality Improvement, the cultural and socioeconomic characteristics of the target population, the relationship of Save the Family to community resources, and general policies and procedures. Please see attached.

4.0 **PERSONNEL:**

- 4.1 Save the Family's Transitional Living Program operates its programs throughout the year. Various services are provided during the day, in the evening and on some Saturdays. The administration building is open Monday-Friday from 8:00 a.m. to 5:00 p.m. Programs offered through the Homeless Families Intervention Project are provided during evening hours, 5:30-7:30 p.m., and a couple of days per week and on some Saturdays from 8:00 a.m. to noon. Save the Family provides emergency maintenance response 24 hours a day, 7 days per week.
- 4.2 The agency maintains job descriptions on each staff position which summarizes the qualifications required, including educational background, certifications, years and type of past experience and responsibilities. Salary ranges are not posted on job descriptions. Save the Family monitors the current economy and job market for the area through the ASU non-profit report in order to maintain competitive wages within the community and adjusts salaries when positions become open or when new positions are developed.
- 4.3 All personnel, including administrative staff and volunteers working with children, are required to obtain a fingerprint clearance card.
- 4.4 All new employees are required to attend a New Employee Orientation with the Human Resources Manager prior to beginning their regular work. The comprehensive orientation includes an introduction to the agency, mission, philosophy, and goals, the goals and objectives of Continuous Quality Improvement, the cultural and socioeconomic characteristics of the service population, the relationship of Save the Family to community resources via the "Collaboration Chart," and Save the Family policies and procedures. Employees sign several documents including a confidentiality agreement and a grievance agreement.
- 4.5 Save the Family requires staff working with clients attend training on Cultural Competency, Confidentiality & HIPPA, Treatment Planning, Ethics, Grievance Process, & Accident/Incident Reporting. This is accomplished by both internal training and attendance at external seminars and symposia. Details of these various trainings are further described below.
  - 4.5.1 It is policy to provide on-going training to agency service personnel and immediate supervisors. Training includes a mixture of knowledge-based and skill-based instruction as well as skill building exercises such as role-playing, case simulations, and other experiential learning techniques. Topics include those relating to human rights; advocacy for clients and families; emergency response practices; building knowledge and skills to address cultural differences in clients; mission, documentation and referral-making; and, service interventions.
  - 4.5.2 Direct service personnel are sent to symposiums or related training offered in the community on a regular basis. On-going training in these areas are as indicated by Council on Accreditation standards: Topics related to human rights including the dignity of persons served; rights of persons served to exercise personal choice; needs of special populations; needs of persons served for normalizing experiences and social inclusion; advocating for clients and families including accessing concrete, financial, and other community resources; identifying the impact of the socioeconomic environment on

clients served; promoting sensitivity and alertness to all forms of discrimination facing clients; performing interventions that empower persons served and their families to advocate on their own behalf

4.5.3 Emergency Response Practices include assessing risk and safety of clients served; techniques for handling emergencies; coordination with mental health, law enforcement, and other professionals; building knowledge and skills to address cultural differences of clients including interventions that address cultural and socioeconomic class factors in clients; the role of cultural variables in differential diagnosis/assessment and in designing responsive interventions; Save the Family's mission, documentation, and referral making; and proper documentation techniques.

4.5.4 Save the Family places an emphasis on understanding domestic violence (DV) and helping families work through these issues, as part of the overall strategy of helping families achieve self-sufficiency again. Save the Family staff has gone through specialized training on DV through which they learned how to identify common symptoms experienced by survivors, how to pinpoint what environmental cues or behavioral interactions may trigger particular behavior in survivors and why, and the utilization of specific strategies when interacting with DV survivors and/or developing their case plans.

4.6 The budgeted amount for training per employee per year is currently \$135. Due to budget cuts this amount has been reduced in the last couple of years. Save the Family has tried to utilize more cost saving techniques for training including webinars which allow several staff members to attend for one training price.

**5.0 FACILITY:**

5.1 There is no centralized dining area since each family lives in its own transitional shelter unit. Transitional shelter units are in the form of two bedroom apartments, 3 and 4 bedroom homes. Each unit includes its own kitchen and separate sleeping/bedroom areas.

5.2 Save the Family complies with all applicable state and local zoning, fire, environment, health and safety standards/regulations. For example, a housing quality inspection of all of the transitional housing units is performed once a year as required. We exceed standards by equipping all units with a fire extinguisher and multiple smoke alarms. Twice a year a case manager demonstrates to the family the fire evacuation path for their unit and clients sign a document indicating that they have been properly instructed. On-going trainings are also provided for the families to educate them on emergency procedures, health and housing quality standards.

5.2.1 Every shelter unit in the Transitional Living Program is inspected on a weekly basis by a case manager and once a month by a member of the property management team. These inspections help ensure that families are living in and maintaining a safe environment.

5.2.2 In regard to the lead-based paint testing, if the housing unit was built prior to 1978, lead-based paint testing is required and performed. If the testing is positive, lead-based paint abatement is conducted.

5.3 Save the Family provides transitional shelter units to families throughout Maricopa County that are safe, secure, clean, and in good repair. This is conducted by performing unit renovations as needed, using local service groups, corporations, churches, and individuals via volunteer labor and donated material. Save the Family maintains a monthly preventative maintenance cycle for each housing unit, thus reducing the need for expensive repairs. Inspections are completed weekly by Case Managers and Property Management to identify and repair necessary items.

- 5.4 All units are also properly ventilated and have heating and cooling systems. Save the Family uses multiple strategies to maintain the housing units including:  
-Save the Family has a vibrant volunteer department which has developed an extensive network of community partners that assists the agency with acquiring donated items such as appliances and building supplies and provides labor for painting and rehabilitation of the units. For fiscal year 2008-09, Save the Family had over 4,700 volunteers who provided over 87,000 hours of service at a value of \$1,117,719. Also, Save the Family has a fully-qualified maintenance staff for regular unit upkeep. Before a new family moves into a unit, Property Maintenance staff conduct an inspection and repair hazards including broken windows, holes in walls, broken fences, structural damage, locks that require changing, pest elimination, electrical connections inspection, water heaters, fire extinguishers, etc., to assure the utmost safety and security of each client family.
  - 5.5 Upon entry into the program, all clients are required to attend a standard Orientation/Contract signing where all program rules and regulations are reviewed and signed. In addition, the transitional housing unit fire evacuation plan is reviewed, all clients sign a document confirming their understanding, and the written plan is placed in the client's file. Finally, all 47 of the transitional housing units are equipped with fire extinguishers, smoke detectors and have emergency phone numbers posted in each housing unit.
  - 5.6 Save the Family is not responsible for providing first aid supplies in the 47 single-family housing units that are the basis of this proposal; however, first aid supplies are carried in all agency vehicles and accessible to drivers. They are also stored in visible locations in the administration and within all classrooms where programs are delivered to clients, accessible to program staff.
  - 5.7 Clients have access to a telephone located in Save the Family's administrative offices. Case Management staff also assesses clients who may have safety concerns related to domestic violence and assistance is provided for clients to obtain telephones. Otherwise, clients provide their own telephone(s) within their individual housing units. Units are wired for telephone service. Emergency numbers (police, fire, poison control, maintenance, etc.) are posted in all the units and within all case management offices.
- 6.0 OPERATIONS:
- 6.1 Save the Family provides transitional housing shelter in the form of individual housing units for families, shelter is provided 24-hours a day, seven days a week. Various services are provided during the day, in the evening and on some Saturdays. Save the Family also provides emergency maintenance response 24 hours a day, 7 days per week.
  - 6.2 Save the Family has a waiting list for services as there are insufficient housing units available to meet the need. Save the Family takes referrals from throughout Maricopa County; however, Save the Family is limited in its capacity to fully serve all homeless families. When applicants come into Save the Family's office they are given an extensive written list of community resources with phone numbers, such as emergency shelters, other transitional housing programs, Housing Authorities, the 24-Hour Shelter Line, the DV Stop Number, and a Directory of Services for Homeless People in Maricopa County. This list is updated as changes occur or additional services are identified.
  - 6.3 All direct service personnel receive training in basic first aid and CPR every two years. In addition, the agency has a Safety Training Manual which outlines workplace safety standards and emergency procedures including procedures for offsite safety standards. Finally, trainings are provided to staff every two years on the following topics: air and blood-borne pathogens and disease prevention.
  - 6.4 Initially, all direct service personnel receive training and review the Child Protective Services Mandated Reporter Handbook. In addition, all Save the Family direct service personnel receive training by Child Protective Services (CPS) representatives on mandated reporting every two



years. CPS training includes identification of clinical indicators of suspected abuse and neglect, and reportable criminal behavior, including criminal acquaintance, and statutory rape. A copy of the CPS information and consultation on making reports is available through the Clinical Supervisor's or the Directors of Case Managements' offices as well as through the Treatment Team. Employees are encouraged to ask for information if they have any questions regarding making reports, as safety of our clients and staff is of primary concern. Employees must sign a document acknowledging that they understand they are required to follow Arizona reporting laws.

Volunteers who work with children receive HFIP training on this topic, and those with long-term contact sign a Code of Conduct. Volunteers are told to report anything suspicious or unusual to a Save the Family staff member.

- 6.5 All client information is entered into the Homeless Monitoring Information System (HMIS) in addition to an internal agency database. Both of these databases are updated as families' transition in and out of the program. In addition, the agency maintains a client roster on a monthly basis that is essentially a log of each family living in each unit. It contains family members' names, the agency's client number, address, phone numbers, birthdates, school/day care, case manager and the city the client was referred from or living in.
- 6.6 Transitional Living Program (TLP) rules, including the Grievance Policy, are delineated in the Client Contract which is reviewed and signed by the client and direct service personnel prior to the client's entry into the TLP. Each client receives a copy of all documents. In addition, the client Grievance Procedure is also displayed in the lobby of the administration/program building, along with the non-discrimination policy, brochures for community resources (such as the local Community Action Programs, D.E.S.), etc.
- 6.7 Documented service provision includes signed, written weekly case management progress notes documenting client progress on Client Action Plan, signed weekly program staff progress notes documenting progress on program goals, signed, written notes regarding telephone contacts, contacts with other service providers, and weekly Treatment Team client progress summaries. In addition, Save the Family reports on pre, interim, and post standardized assessments. All notes are reviewed and signed by supervisory staff. Save the Family professional case managers hold at least a bachelor's degree in social work or a related field and have extensive experience in documenting client files. Save the Family participates in the Homeless Monitoring Information System (HMIS), a national database, and all client information filters into that system that tracks and trends information on homelessness. Client progress notes are also tracked within the HMIS system.
  - 6.7.1 Confidential client documents, case records, etc., are kept in locked file cabinets within the staff offices or, in the case of former clients, within the locked file room (access is limited to Program and Case Management Directors or their designees). Client confidential information is not permitted to be removed from Save the Family property, in staff cars, or to be taken on home visits.

## 7.0 ASSESSMENT:

- 7.1 Initial Client Needs Assessments are done during the Intake Interview prior to entry into the program and during the initial Contract Signing; therefore, assessment is completed well within the five-day period. In addition, within the first seven days of the client move in, clients meet with Case Managers to create an Initial Action Plan. This initial plan allows the client a period of time to become oriented to their environment and to organize their families and belongings within the assigned unit.
  - 7.1.1 Additionally, documentation of assessments continues to occur quarterly throughout the client's stay in the program using standardized assessments including the Employee Assessment Profile Inventory (EAPI), the Parent Children Relationship Inventory

(PCRI), the Child Behavior Checklists (CBCL), and the youth in the programs complete the Youth Self Report (YSR) and the Piers-Harris Children's Self-Concept Scale. Assessment results are communicated to clients to confirm progress on Client Action Plan goals and/or any needs that may arise during the client's stay. Assessments are further described below.

- 7.2 The documentation of assessments includes the client Application, the Needs Assessment Survey, the Arizona Self-sufficiency Matrix, the Barriers to Housing Assessment and Minor Child History, and the Basic Assessment and Intake with Modified Psychosocial Assessment. All assessments are utilized with the client to detail the Comprehensive Client Action Plan at the conclusion of the clinical Intake. The Basic Assessment includes the following information: identifying information, current residence, emergency health and/or medical needs, emergency contacts, a review of the request and need for service information about past history of homelessness, screen for history of reported abuse and mental health history and/or screening for danger to self and/or others.
  - 7.2.1 The Modified Bio-psychosocial Assessment includes the following information: client/family strengths, resources, existing formal and informal client support systems, psychiatric issues as reported on assessment tools completed at the Client Orientation (clinical assessment), including any history of psychiatric diagnosis and/or medication as well as client's reported response to the above, alcohol/substance abuse history and screening including previous and/or present treatment, client legal history and information, educational/vocational information, family relationships and the legal status of minor children as reported by the parent, social environment, developmental status of minor children reported by the parent, and information on services currently being provided by Department of Economic Security (DES) and other community resources with client plans for application for such services.
  - 7.2.2 Adults also complete assessments on a quarterly basis, including the Employee Assistance Program Inventory (EAPI), Parent-Child Relationship Inventory (PCRI), the Child Behavior Checklist (CBCL), the Victim Index (for victims of domestic violence), the Youth Self Report and Profile (YSR), and the Piers-Harris Children's Self-Concept Scale to assess client improvement and measure reduced levels of stress.

## 8.0 CASE PLAN:

- 8.1 Within 7 days, a family begins to meet with their case manager to develop rapport and begin working on their initial 45 day Action Plan. The initial plan is developed with short-term goals to help the family acclimate to the program, the new housing unit, the new daycare and possible new school. Additional goals on the initial plan include meeting with the Career Development director to assess short-term and long-term employment/educational goals, meeting with the Direct Service personnel to complete initial assessments, completing an initial class on budgeting and finances-SOS Spending, etc. By the end of the initial 45 day Action Plan, clients and staff shall have collaboratively developed and completed their comprehensive action plan that the family uses as a road map to address their short and long-term goals towards financial, personal and parental self-sufficiency. In addition, this goal outlines time lines for transition back into the community.
  - 8.1.1 The case management staff assists clients in accessing mainstream resources such as food stamps, health care, day care, employment/education plans (employment preparation, job search, placement and retention skills), and identifying and enrolling children into school and daycare. The direct service personnel work with the client in identifying and choosing which supportive services/workshops they would like to attend offered through Save the Family's Homeless Families Intervention Project (HFIP) including life skills, parenting, financial management and other topics. The case manager initially meets with families weekly in their home providing daily support to deal with individual and family problems that may obstruct self-sufficiency.

8.1.2 Progress is evaluated bi-monthly for each family at bi-monthly treatment team meetings. The comprehensive action plan is adjusted, as necessary, to facilitate goals (which are measured through weekly documentation and with the use of quarterly standardized assessments); to provide referrals to community resources as needed, including short-term vocational job training or community college, mental health counseling, and advocating for clients when necessary and to help them obtain needed benefits and services.

8.2 The initial case plan is developed with short-term goals to help the family acclimate to the program, the new housing unit, the new daycare and possible new school. Additional goals on the initial plan include meeting with the Career Development director to assess short-term and long-term employment/educational goals, meeting with the Direct Service personnel to complete initial assessments, completing an initial class on budgeting and finances-SOS Spending, etc. The Comprehensive Action Plan outlines areas focusing on: financial self-sufficiency, parental self-sufficiency, personal self-sufficiency, and agency requirements.

The case plan also indicates to what degree Save the Family is providing supportive services internally, such as furniture, clothing, emergency food, and transportation. The Client Action Plan requires clients to work on obtaining childcare, healthcare, education, employment, and financial help. It also allows case managers to assess clients on their employability and job readiness and make appropriate referrals as deemed necessary.

9.0 COUNSELING:

9.1 Save the Family does not provide on-site counseling but refers clients to outside community counseling agencies as necessary. Referrals are noted in the client case plan. Community-based substance abuse partners include Women in New Recovery, The Common Welfare, Valle del Sol, and Community Bridges, Jewish Family and Children's Services, Catholic Social Services, EMPACT, and Magellan are the mental health counseling partners. To complement formal counseling to which clients may be referred, we conduct various internal trainings and support groups under the Homeless Families Intervention Project, such as "Paths Toward Healing" for domestic violence victims and the "Children and Youth Domestic Violence" support group. Other classes such as "Training for Personal Success" offer ongoing support and psycho-educational coursework.

9.2 The case management staff is supervised by the Clinical Director who is a Licensed Professional Counselor and the Director of Case Management who is a Licensed Associate Professional Counselor in the State of Arizona. These positions assist in assessing client mental health needs and in assuring the appropriate counseling referrals are made.

10.0 FOOD SERVICE:

10.1 All client shelter services offered under the Transitional Living Program have fully equipped kitchens within each housing unit.

10.2 The Transitional Living Program has scattered site housing with each unit containing a fully equipped kitchen. In addition, by providing case management support in accessing eligible mainstream resources such as Food stamps and W.I.C. benefits to assist clients in being able to provide food for their families. Finally, Save the Family also provides an emergency food pantry to help supplement client's on-going food needs.

10.3 All client housing units have fully equipped kitchens.

**11.0 SERVICE EVALUATION:**

11.1 Save the Family utilizes multiple indicators to measure the success of the program. They include:

- |              |  |
|--------------|--|
| GOAL I:      | To decrease homelessness in Maricopa County  |
| Objective 1: | 75-85% of families successfully completing the Transitional Living Program shall obtain housing by program exit.   |
| GOAL II:     | To help homeless families with children achieve economic self-sufficiency  |
| Objective 1: | 85-95% of adult clients complete an assessment of their employability/job readiness.   |
| Objective 2: | 85-95% of adults unemployed at time of entry shall be enrolled in formal education/skills training/employment within 45-days from date of entry.                       |
| Objective 3: | 75-85% of clients transitioning successfully from Save the Family's Transitional Living Program shall be employed at program exit.                                     |
| Objective 4: | 65-75% of adult clients increase their income to a minimum of \$10.00 per hour prior to program exit.  |
| Objective 5: | 85-95% of clients shall have children enrolled in subsidized childcare and/or school within 45 days from date of entry.  |
| GOAL III:    | To help homeless families with children achieve parental self-sufficiency  |
| Objective 1: | 90% of clients shall maintain children's regular attendance in eligible childcare and/or school.   |
| GOAL IV:     | To help homeless families with children achieve personal self-sufficiency  |
| Objective 1: | 80% of participating adults shall show improved parenting skills, life skills, mental health, relationships and/or self-image within one year of entering the program. |

11.2 Save the Family utilizes several assessment instruments including: the AZ Self-Sufficiency Matrix, the Barriers to Housing Assessment, the Employee Assessment Profile Inventory (EAPI), the Parent Child Relationship Inventory (PCRI), the Domestic Violence Index, pre/post client surveys and case management documentation to measure families' progress throughout their program stay.

Measurement is implemented periodically throughout the program beginning within the first 45 days within the program, with assessments occurring on a quarterly basis. Progress notes are completed weekly during case management meetings. Pre and post classroom satisfaction surveys are completed upon completion of each of the Homeless Families Intervention Project programs.

Staff Satisfaction Surveys are completed on an annual basis as part of the accreditation standards. In addition, all Client and Staff Satisfaction Surveys are compiled and reviewed by the agency's Continuous Quality Improvement Committee.

11.3 Intake Interviews are conducted with potential clients prior to entry into the program. This information is reviewed by the Direct Service Personnel (the Clinical Director, the Director of Case Management, the Case Management and Program staff). After acceptance, and two weeks prior to move-in, clients sign the Client Contract and complete the Client Needs Assessment. Staff reviews this information at that time for resolution of any immediate needs. Within 7 days of the actual client move-in, clients are given the Initial Action Plan by their case manager. This procedure allows the client a period of time to become oriented to their environment and to organize their families and belongings within the assigned unit.

11.4 Case Manager's meet the client at the move-in into the unit to complete the initial inspection of the apartment, give referrals and schedule an initial appointment. Initial Assessments are done during the Intake Interview prior to entry into the program. With the help of a case manager, the

initial case plan or Action Plan is established within 7 days of move-in to allow the client and his or her family to acclimate to the program. Staff has reviewed the client information and needs assessment prior to this time to meet any urgent client needs.

- 11.5 A case manager is available in the evenings until 7:00 p.m., and thereafter, the clients are given the EMPACT emergency hotline telephone number, 911 and the crisis number for the Child Crisis Center should a crisis arise.
  - 11.6 Clients are given the Consumer Questionnaire at the conclusion of the Client Orientation and Assessment meeting and quarterly thereafter. Save the Family tracks client responses to the questionnaire in order to evaluate opportunities to continuously improve services through use of the Continuous Quality Improvement Committee (CQI Committee). The CQI Committee looks at the survey results during monthly meetings to plan for the implementation of any necessary improvements.
  - 11.7 Program results are gathered and assessed from the following administered tests. For adults, pre- and post- tests include: the Arizona Self-sufficiency Matrix, the Parent/Child Relationship Inventory (PCRI) and the EAPI (administered every three months). For youth and children, the results are gathered from the administered Child Behavior Checklist, Youth Self Report (YSR), and Piers-Harris Children's Self-Concept Scale. On an individual-need basis, the following instruments may also be used: Behavior Observation Record and Social Attributes Checklist.
- 12.0 LEAD BASED PAINT:
- 12.1 Before Save the Family takes possession of a property it ensures that it meets HUD's guidelines for lead based paint by using a certified laboratory (Adams and Wendt) that conducts the appropriate certification of inspection. They are available on file at Save the Family's administrative offices.
- 13.0 CLIENT SUPPORT SERVICE DELIVERY:
- 13.1 The case management process starts with each family being assigned a case manager who monitors the Action Plan and reviews client progress during weekly home visits. The case manager also provides daily support for each family to help overcome obstacles as they arise; counsels each family, as needed, to deal with individual and family problems that may obstruct self-sufficiency; reviews progress quarterly for each family and adjusts the case plan as necessary to facilitate goals; makes referrals to community resources as needed, including community college and vocational job training programs, psychological counseling, and advocate for the clients, where necessary, to help them obtain needed benefits and services; follows-up for six months after graduation from the program to monitor progress, and provides support to assist families to find permanent, affordable housing through Save the Family's affiliate the Affordable Rental Movement (ARM). Clients review the needs assessment results after intake with program staff and case managers, and they create their own action plan with specific financial, personal, and parental goals.
    - 13.1.1 As part of the monitoring process, case managers review weekly with clients their progress in meeting these goals, address barriers to completing goals and/or make modifications of the goals if necessary, and provide resources and referrals as necessary for completion of goals and objectives.
    - 13.1.2 Save the Family also uses an innovative approach for the staff to work with clients. The Treatment Team Model assures that there are no gaps in the comprehensive services offered. The Clinical Director and Direct Service staff from all of the various Save the Family programs/projects meet and review each family's progress (including the children/youth) weekly to identify any potential problems or gaps in service delivery. Any unresolved problems are then discussed with the C.E.O. to discuss further solutions.

This process results in the provision of a complete continuum of care for each family member - all within one agency. In addition, clients can request assistance by convening the Treatment Team to assist the client in problem solving.

- 13..1.3 Case plan evaluation includes the completion of satisfactions surveys for each program they are involved in and meet with program staff to review the results of their pre- and post-test surveys.
- 13.2 Save the Family's case managers help clients transition to the next level of independent living by helping them find affordable rental housing through Save the Family's affiliate, Affordable Rental Movement (ARM), through the HUD funded Next Step Rapid Re-housing program, or through Save the Family's collaborative program with Mark Taylor Residential Properties-the Ambassador Housing Program. ARM has 89 affordable rental units in the East Valley at well below the allowable affordable rates established by HUD. They are intended for families earning low income, or who have graduated from Save the Family's Transitional Living Program and are still not earning sufficient income to afford fair market housing. These families are offered affordable rental housing as they exit transitional housing and continue to maintain stability and self-sufficiency. ARM offers access to continued supportive services and rental and utility assistance to help maintain clients on a path to self-sufficiency.
- 13.3 All clients at application are supplied with a complete list of community resources. In addition, at the Client Contract, clients are given a copy of the People's Guide which outlines community resources. Case managers refer clients to community resources as needed and advocate for them to help them receive needed benefits/services.
- 13.4 Case managers' help clients find affordable childcare and monitor their Action Plan goals requiring parents to maintain their children's attendance in childcare. Save the Family also offers childcare services during classes so that parents with infants, toddlers, and young children can attend without worrying about childcare. We also help clients to receive state childcare benefits, if eligible.
- 13.5 The agency assists clients with transportation by providing agency transportation. A van transports clients to and from services at Save the Family, job interviews and necessary appointments such as doctor's appointments, DES appointments, etc. In addition, Case Managers can order bus passes for clients at a reduced rate to assist with employment goals.
- 13.6 The Transitional Living Program is focused on helping families served through the Career Development Center with employment assessment, search and retention as part of the array of supportive services. Save the Family's Career Development program is dedicated to providing individual support to families to assist them with their employment goals. We also partner with Maricopa Workforce Connections, Maximus, Maricopa Community Colleges, Frank X. Gordon, and AWEE for employment advancement services, including basic education/vocational training and improving basic education skills (GED services). One of the key components and top priorities for families is improving economic stability. The program's economic stability goal is to assist clients in improving their economic self-sufficiency through securing stable, higher paying employment to increase their ability to obtain and maintain permanent affordable housing in the community by program exit.
- 13.7 Case managers and clinical staff refer clients to community organizations to receive substance abuse treatment services. They link clients facing substance abuse issues to health, mental health, employment, and other support services.

Save the Family collaborates with many community substance abuse providers including: Women in New Recovery, The Common Welfare, New Arizona Families, Valle de Sol and Community Bridges.

13.8 Case managers assist clients in obtaining many mainstream public benefits including: Food stamps, AHCCCS, W.I.C., and DES day care. Case managers shall help clients work with these processes. In general, case managers advocate for client families to help them obtain and maintain public benefits suitable to their need and circumstance.

13.8.1 The Transitional Living Program is focused on assisting families in ensuring their health needs are met in the following ways:

Providing case management support in accessing mainstream health care resources such as AHCCCS, Kids Care, and for those clients not eligible for health coverage services through state assisted programs, referrals are also made to the WellCare Foundation. Parents and children are also referred to the Lion's Club and Nationwide Gift of Sight for assistance with obtaining eye exams and glasses.

Providing financial assistance for clients to obtain the following medical services: employment physicals, immunizations and T.B. testing for adults for preparation for employment, co-pays to obtain glasses and eye exams and camp and sports-related physicals for youth.

Collaborating on a quarterly basis with Arizona Community Dental (AZCD), AZCD provides dental services for the youth in the program. The AZCD dental van comes to the agency on a quarterly basis completing cleanings, x-rays and a full range of dental services for the children. To date, 74 children have been provided with the following services: 221 cavities filled, 7 extractions completed, 35 sealants applied to healthy molars, 10 Fluoride treatments, 4 Stainless Steel Crowns and 4 Baby Root Canals completed. Of the 74 children treated an overwhelming number had never seen a dentist-52%.

Collaborating with Phoenix Children's Hospital to provide a new program for families called "Talk to the Docs." Pediatric doctors came on a monthly basis for five months providing prevention seminars on topics such as: Preventing Childhood Obesity, The Importance of Immunizations, Avoiding the Flu and Influenza and Developmental Milestones for Children. 102 adults and children benefitted from this vital collaboration. This program was so successful it shall be continue during fiscal year 2009-10.

Collaborating with the Maricopa County Healthcare for the Homeless to provide several on-site flu and H1N1 vaccine clinics to families and children.

# EXHIBIT C

## FACILITY LOCATION CHART

### EMERGENCY SHELTER PROGRAM

Contract Services shall be delivered only at the facilities and locations specified below and will be available during the hours of operation indicated.

NAME OF FACILITY, ADDRESS, PHONE AND FAX NO. WHERE SERVICE(S) WILL BE PROVIDED	CONTRACT SERVICE(S)	SUB	DAYS & HOURS OF OPERATION	GEOGRAPHIC COVERAGE
<p>Save the Family 450 w. 4<sup>th</sup> Place Mesa, AZ 85201 (480) 898-0228 (480) 898-9007 fax</p> <p>**the location of the condos and four-plexes we use in our Transitional Housing Program are located in Mesa, Tempe, Chandler, Scottsdale, and Gilbert. The exact addresses must, for safety reasons, remain confidential. Please see attached.</p> <p>Administrative Office <b>Save the Family</b> 450 w. 4<sup>th</sup> Place Mesa, AZ 85201 (480) 898-0228 (480) 898-9007 fax</p>	Transitional Shelter and Case Management		<p>Office hours are M-Th, 7 a.m.-5:30 p.m. Case Managers and counselors see clients at our office and at clients' homes by appt., which may mean night and weekend hours. Programs may be delivered in the evening from 5:30-7:30 and on Sat., 9:00 a.m. -noon.</p>	Maricopa County

The facility(s) listed above will not be open on those holidays marked below (darken box for applicable holiday):

- |  |   |  |  |  |
|--|---|--|--|--|
| <input checked="" type="checkbox"/> New Year's Day                   | <input type="checkbox"/> Washington's birthday      | <input checked="" type="checkbox"/> Memorial Day     | <input type="checkbox"/> Rosh Hashanah | <input checked="" type="checkbox"/> Veteran's Day    |
| <input checked="" type="checkbox"/> Martin Luther King JR's Birthday | <input checked="" type="checkbox"/> President's Day | <input checked="" type="checkbox"/> Independence Day | <input type="checkbox"/> Yom Kippur    | <input checked="" type="checkbox"/> Thanksgiving Day |
| <input type="checkbox"/> Lincoln's birthday                          | <input type="checkbox"/> Good Friday                | <input checked="" type="checkbox"/> Labor Day        | <input type="checkbox"/> Columbus Day  | <input checked="" type="checkbox"/> Christmas Day    |

OTHER HOLIDAYS:

- |  |   |   |  |   |
|--|---|---|--|---|
| <input checked="" type="checkbox"/> Day After Thanksgiving | <input type="checkbox"/> Floating Holiday – | <input type="checkbox"/> Day Before Christmas | <input checked="" type="checkbox"/> Dec 24 PM<br>(specify) | <input type="checkbox"/> Dec 31 PM<br>(specify) |
|--|---|---|--|---|



**SAVE THE FAMILY FOUNDATION OF AZ, 450 W. 4<sup>TH</sup> PLACE, MESA, AZ 85201**

PRICING SHEET: NIGP CODE 9525502

Terms:	NET 30
Vendor Number:	W000009577 X
Telephone Number:	480-898-0228
Fax Number:	480-898-9007
Contact Person:	Janice Parker
E-mail Address:	<a href="mailto:sfamily@savethefamily.org">sfamily@savethefamily.org</a>
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>June 30, 2011.</b>